

Invitation for Bid (BID) Interest Form
BID Form #1

Instructions: If your firm/company is interested in responding to this BID, then BID Form #1 MUST be submitted to the Procurement Dept. immediately following download. This form is crucial in providing pertinent company information for bidder's list tracking and distribution of any potential addendum.

Awarding Authority:	City of Brockton/Parking Authority
Project No.:	BID# BPA 12-01
Project Name:	PLOWING, SANDING, AND REMOVAL OF SNOW FROM MUNICIPAL PARKING LOTS

Fax or E-mail this *BID Interest #1 Form* to:

City of Brockton/Procurement Dept.
Fax: 508-580-7132
E-mail: procurement@cobma.us

By submitting this *BID Interest Form* the below identified firm is expressing its interest in the above-referenced public bidding project and is requesting that it be added to the list of firms that will receive any addenda to the BID that might occur. ***The Awarding Authority assumes no responsibility for a firm's failure to receive any addenda or other correspondence related to this BID due to the firm's failure to submit a BID Interest Form as directed above or for any other reason.***

Company Name:	
Company Address:	
City/Town, State & Zip:	
Company Telephone #:	
Company Fax #:	
E-mail address:	
Company Contact Person/Title:	
Date Submitted:	

By:

(Signature of Authorized Representative)

**BROCKTON PARKING AUTHORITY
CITY OF BROCKTON, MASSACHUSETTS
INVITATION TO BID**

Two (2) sets of sealed bids for the **BPA CONTRACT #12-01 FOR THE PLOWING, SANDING AND REMOVAL OF SNOW FROM MUNICIPAL PARKING LOTS** shall be received by the Chief Procurement Officer in the Department of Procurement, City Hall, 3rd Fl., 45 School Street, Brockton, Massachusetts, until **10:00 AM (EDST) on Tuesday, October 25, 2011** and will be publicly opened and read aloud on the second floor outside the G.A.R. room at City Hall at 10:10 AM.

All procedures shall be in strict accordance with Chapter 149 of the Massachusetts General Laws, sections 1 through 25, inclusive, and/or Chapter 40, Section 4B and/or Chapter 30 section 39M and Chapter 30B.

The awarding authority reserves the right to reject and/or all bids and to waive any informalities in the bidding if it be in the public interest to do so, provided such rejection or waiver be in conformance with Section 1 to 25 inclusive of Chapter 30B of the Massachusetts General Laws and all other chapters and sections pertaining to public bidding as adopted.

Applicants may obtain one (1) set of specifications on or after. Specifications, information for bidders, and bid forms may be obtained from the Department of Procurement, City Hall, 3rd Fl., 45 School Street, Brockton, Massachusetts, 02301.

INFORMATION FOR BIDDERS

1. Specifications are available on or after: **Monday, October 3, 2011.**
2. Forms are available at the Department of Procurement Officer, City Hall, 3rd Fl, 45 School Street, Brockton, Massachusetts. Telephone No. (508) 580-7191.
3. Any bids received after **10:00 AM, Tuesday, October 25, 2011** shall be rejected.
4. Bids will be publicly opened and read on the 2nd Floor, City Hall, Brockton, Massachusetts on **Tuesday, October 25, 2011, at 10:10 am.**
5. *All bids and/or proposals shall be submitted in sealed envelopes, with one (1) original and one (1) copy, including original signatures on each set, bearing on the outside the name of applicant, their address, and the name and the contract number (if any) of the bid or proposal for which the bid or proposal is submitted.*
6. All successful bidders of corporations which are located outside the confines of the Commonwealth of Massachusetts should be registered with the Commonwealth of Massachusetts as a Foreign Corporation prior to the awarding of the bid. If not registered in Massachusetts, an affidavit of incorporation in another state and the date of incorporation must accompany the contract. Additionally, all out of state applicants, unless otherwise notified must have an identified resident agent as stated in Appendix "I".
7. Double check all prices submitted. Awards that are based on unit prices that are submitted by a vendor in error will be considered as a firm bid by the City of Brockton, "adjustments" may not be made after the bid opening to correct such errors. Failure to honor bid prices - even the error - may place the bidder in jeopardy for future bids.
8. Prices not holding for the contract year shall be noted in writing in the bid.
9. Unit prices shall prevail. All prices must include freight costs. Shipments shall be F.O.B., Brockton, Massachusetts.

10. The contract, or any part of it, may not be transferred or assigned to another company or individual without the consent of the City of Brockton,
 - a. These bids shall contain firm prices and shall not be withdrawn for a period of no less than forty-five (45) days, subsequent to the opening thereof, without the consent of the City.
 - b. No bids will be acceptable unless properly made out on the enclosed bid forms, where provided, and signed by the bidder. All bids must be legible, either typewritten or in ink. "Bid Form" Appendices must be completed and returned.
 - c. Each item bid must be clearly identified by manufacturer's name.
11. Action on the award of bids will be taken no more than thirty (30) days after the opening of the bid.
12. Contracts will be in force until October 31, 2013.
13. On request, (if applicable) samples of all bids will be required of bidders prior to the award of the bid.
14. To be considered as a responsive bid, bidders must base their bids on all functions, standards, precision and quantity as specified. Any and all revisions/omissions must be clearly stated on the attached deviation sheet; moreover, any substitutions or deviations must be enumerated and detailed with the amount to be deducted, if the omission substitution of deviation is approved.
15. The naming of specific manufacturer's catalog number has been used only to define the type, quality, and construction details required. Products of other manufacturers or approved equal quality may be accepted. In all cases where equals are bid the following must be done:
 - a. The equal must be clearly identified by manufacturer's name and number.
 - b. Catalogs describing the number listed must be submitted with the bid.
 - c. Manufacturer's name and number must be listed on all items.
16. The following information must be marked on all shipping cartons:
 - a. Shipper's name - if the item is shipped directly from the manufacturer, etc., the vendor's name (the name appearing on the contract) must still appear on the shipping carton.
 - b. The carton containing the packing slip must be marked to indicate that the packing slip is inside.
17. The ability of the bidder(s) to provide for BPA CONTRACT # 11-01 FOR THE PLOWING, SANDING AND REMOVAL OF SNOW FROM MUNICIPAL PARKING LOTS promptly and professionally as required by the City of Brockton shall be heavily weighted in the review of bids. Any past record of failure to comply with this aspect of the business procedure will lead to rejection of the bidder as not responsible to the needs of the City of Brockton. A responsible bidder has the capability to perform the contract requirements and the integrity and reliability which assures good faith performance.
18. The successful bidder(s), shall guarantee for a minimum of two (2) years from the date of acceptance the quality of supplies and materials furnished by him/her and to remedy to the satisfaction of the petitioning department all defects and to replace all defective supplies or materials. No substitute supplies or materials which were approved bid items will be accepted without the prior approval of the petitioning department head.

19. The successful bidder(s) furnishing and/or installing new equipment/hardware with a minimum of ninety (90) day warranty, effective from the date of acceptance of said equipment/hardware shall replace all defective, damaged or incorrectly supplied equipment/hardware.
20. Delivery to be made to individual municipal parking lots and garage, unless other arrangements are agreed upon.
21. The successful bidder(s) must comply with the following billing procedures:
 - a. Invoices must contain contract number, quantity, description, catalog number, and all serial numbers, (or identifying numbers), on equipment engaged in loading and/or removal of snow.
 - b. Invoices must correspond accurately with the contract held with the City of Brockton.
 - c. Invoices must be sent to the specific department purchasing the goods/services.
22. Questions regarding any item should be directed either to the Chief Procurement Officer, the department head, or their designee.
23. The City of Brockton reserves the absolute right to choose that product which best meets its needs and the degree of quality, workmanship, and the vendor's proven ability to provide service and support after a sale, bear on that determination.
24. BIDDERS SHOULD ALLOW SUFFICIENT TIME IF BIDS ARE MAILED.
25. The City of Brockton is an Affirmative Action/Equal Opportunity/Title IX employer.
26. Warranties on any equipment will not commence until delivery is made and the equipment is operational.
27. Bidders may bid on individual items, where appropriate, where multi-item bids are advertised or otherwise solicited.
28. This contract is subject to appropriation of the City Council.
29. The City reserves the right to issue award(s) in whole or in part if it is in the best interest of the City of Brockton to do so.
30. OPTION TO EXTEND: The City, shall have the option of extending or renewing this contract after the initial two (2) year period for one (1) subsequent year, for the same discount rate and upon the same conditions as are contained in the contract at the time said option is exercised; except as such conditions shall have been modified by mutual agreement of the parties. Said options shall deem to have been exercised by the City, provided the vendor has been given preliminary notice of the City's intention to renew this contract. Such a preliminary notice shall not be deemed to commit the City to renewal.
31. THE MASSACHUSETTS RIGHT-TO-KNOW LAW: Massachusetts General Laws (Chapter 111F) requires that all employers in the Commonwealth of Massachusetts establish and maintain a central workplace file of complete and up-to-date Material Safety Data sheets (MSDS) for all products which the successful bidders supply; and which contain or may contain regulated toxic hazardous substances recorded on the Massachusetts Substance List (MSL). The successful bidder(s) shall place labels detailing MSL toxic or hazardous substances on all containers containing chemicals or chemical derivatives which appear on this bid. Compliance with this law is mandatory on the part of all successful bidders.

32. On all attachments of Bid Specifications, a signature is required rather than a stamp or printed name on all applicable lines. Failure to do so would be considered an informality in considering the merits of the submitted bid and/or proposal.

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APPENDIX "A"
BID AND COST BREAKDOWN

It is the City's intention to procure services for BPA CONTRACT #11-01 FOR THE PLOWING, SANDING AND REMOVAL OF SNOW FROM MUNICIPAL PARKING LOTS previously described.

SEE ATTACHMENT 1 – COST PROPOSAL

ACKNOWLEDGEMENT OF ADDENDA/AMENDMENT NUMBERED

NAME OF BIDDER, ADDRESS (STREET, CITY, STATE, ZIP CODE)

SIGNATURE OF PERSON AUTHORIZED TO SIGN

DATE

TYPE OR PRINT SIGNER'S NAME AND TITLE

CITY OF BROCKTON – STANDARD CONTRACT FORM APPENDIX A

VENDOR TAX CERTIFICATE

I certify, under the pains and penalties of perjury, that to the best of my knowledge and belief, I have filed all state tax returns and paid all state taxes required under the law.

For use by CORPORATIONS ONLY:

PROPER CORPORATE NAME

SIGNATURE OF AUTHORIZED CORPORATE OFFICER

FEDERAL IDENTIFICATION NUMBER (FEIN)

Certificate of Corporate Vote:*

I, _____; clerk/officer of _____
hereby notify that at a meeting of the Board of Directors/Officials of said corporation/company,
held on _____ the following vote was passed:

Vote to authorizing _____ to sign in behalf of the
corporation/company with the City of Brockton for _____.

Signature of Clerk/Officer

*** PLEASE ATTACH COPY OF OFFICIAL CERTIFICATE OF CORPORATE VOTE.**

For use by INDIVIDUALS OR COMPANIES OTHER THAN CORPORATIONS ONLY:

SIGNATURE OF INDIVIDUAL

SOCIAL SECURITY NUMBER

*Approval of contract or other agreement will not be granted unless this certification clause is signed by applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing/payment obligations.

CITY OF BROCKTON – STANDARD CONTRACT FORM APPENDIX B

AFFIDAVIT OF CLERK OF CORPORATION VENDOR

(To be signed and completed by Clerk)

I, _____, certify as follows:
(Print full name of Clerk)

1. I am the Clerk of _____ (print exact name of corporation) which is duly organized and incorporated under the laws of the Commonwealth of Massachusetts (or State of _____) and is/is not (circle one) duly registered to do business in the Commonwealth of Massachusetts with a principal place of business at _____.

2. That the names, residential addresses and title officers of the above named corporation are as follows:

President

Address

Vice President

Address

Treasurer

Address

Resident Agent

Address

3. That the above named corporation was incorporated on _____.

4. The federal tax identification number of said corporation is _____.

5. That the above named corporation is in good standing with the Secretary of the Commonwealth of Massachusetts or the State of _____ (if incorporated under the laws of a foreign State) and has filed all federal and state tax returns and paid all federal, state and/or local taxes required under law.

6. _____ is authorized to sign contract/agreements on behalf of _____ pursuant to a vote of the Board of Directors/Officers on _____.

PERTAINING TO NON-MASSACHUSETTS CORPORATIONS:

7. I, on behalf of the within corporation, do hereby acknowledge that by this contract, this corporation is transacting business within the Commonwealth of Massachusetts as defined by M.G.L. Chapter 223 A, Section 1, et seq. And is subject to the jurisdiction of its courts.

SIGNED under the pains and penalties of perjury this _____ day of _____, 2011.

Signature of Clerk of Corporation

CITY OF BROCKTON – STANDARD CONTRACT FORM APPENDIX C

VENDOR REGISTRATION FORM

TO BE COMPLETED BY ALL VENDORS:

DATE: _____

TYPED/PRINTED NAME AND TITLE: _____

SIGNATURE: _____

PROPER LEGAL NAME OF BUSINESS ENTITY: _____

FEIN or SOCIAL SECURITY NUMBER if FEIN is N/A: _____

BUSINESS ADDRESS: _____

TELEPHONE NO: _____ FAX NO: _____

IF CORPORATION:

1. GIVE YOUR CORRECT CORPORATE NAME:

2. STATE AND DATE OF INCORPORATION:

3. IF FOREIGN CORPORATION, GIVE MASSACHUSETTS REGISTRATION DATE:

IF COMPANY, GIVE the OWNER'S NAME AND TITLE:

IF PARTNERSHIP, GIVE NAMES AND ADDRESSES OF PARTNERS:

IF TRUST OR LEGAL ENTITY, GIVE NAMES AND ADDRESSES OF TRUST OR LEGAL ENTITY:

MINORITY/WOMEN BUSINESS CLASSIFICATION STATEMENT

1. Our firm is principally (more than 50%) minority owned.

YES _____ NO _____

2. Our firm is principally (more than 50%) woman owned.

YES _____ NO _____

3. Our firm is registered with S.O.M.B.A. (State Office of Minority & Business Assistance)

YES _____ NO _____

SOMWBA CERTIFICATION CATEGORY: _____

MBE _____ WBE _____

CITY OF BROCKTON – STANDARD CONTRACT FORM APPENDIX D

ADDITIONAL VENDOR CERTIFICATIONS

I, _____, do hereby certify under the pains and penalties of perjury on behalf of
(Authorized Signatory for Vendor)
_____ the following (please initial next to each paragraph on line provided):
(Vendor/Contracting Entity)

1. **Attestation Clause:** Under Chapter 233, Section 35 of the Acts of 1983, political subdivisions and agencies of the Commonwealth must annually furnish to the Commissioner of Revenue a list of all persons who have provided goods, services or real estate space in the aggregate of five thousand dollars (\$5,000.00) or more. Chapter 233 of the Acts of 1983, Sections 35 and 36 require that each provider or vendor of goods and services to any municipal agency must attest that it/he is in compliance of all laws relating to taxes. The Attestation must occur at the time of issuing, renewing, or extending a license, contract or agreement. Any person/company failing to execute this Attestation Clause shall not be allowed to obtain, renew or extend a license, contract or agreement. Each successful proposer shall certify that he is in compliance with Chapter 233 by providing a Social Security Number or Federal Identification Number when a contract is issued. _____
2. **Certificate of Non-Collusion/Bona Fide Bid:** As per Chapter 30B, Section 10, the undersigned certifies under the penalty of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity, or group of individuals. _____
3. **Certificate of Insurance (APPLIES TO SERVICE CONTRACTS ONLY):** Vendor certifies possession and shall attach certificate of insurance for Public Liability in the minimum amount of \$500,000/\$1,000,000 and Property Damage Liability in the amount of \$50,000/\$100,000. Vendor also certifies possession and shall attach proof of Workers' Compensation Insurance pursuant to Chapter 152 of the Massachusetts General Laws Compensation shall be provided to all persons employed by Vendor in connection with the performance of this Agreement and shall continue in full force throughout the period of the Agreement. Policies shall name City of Brockton as Owner, provide for 30 days Notice of Cancellation and contain a provision worded as follows: "The Insurance Company waives any right to subrogation against the City of Brockton which may arise by reason on any payments under this policy." Reporting of accidents and claims shall be done by the Vendor. _____
4. **Assurance of Non-Discrimination Compliance:** Vendor does not subject employees or applicants for employment by this firm to discrimination on the basis of race, color, national origin, handicap, age or sex, in any of the following areas:
 - a. Recruitment, hiring, upgrading, promotion, whether for full-time employment, consideration for demotion, transfer, layoff, or rehiring.
 - b. Rates of pay or any other form of compensation and changes in compensation.
 - c. Job assignments and seniority status.
 - d. Granting and returning from leaves of absence, leave for pregnancy, or any other leave.
 - e. Fringe benefits available by virtue of employment, whether or not administered by the recipient.
 - f. Selection and financial support for training, including apprenticeship, professional meetings, conferences and other related activities, selection for tuition assistance, and selection for sabbaticals and leaves of absence to pursue training.
 - g. Employer-sponsored activities, including social or recreational programs.
 - h. Any other term, condition, or privilege of employment. _____
5. **Indemnification and Release:** Vendor indemnifies and holds harmless City of Brockton from any and all acts and omissions arising out of this contract by the Vendor, its agents, employees or representatives. Further, Vendor shall indemnify and hold harmless City of Brockton against any/all suits, claims, actions, costs or damages to which the City may be subject to by reason of damages to the property or person of anyone, arising or resulting from fault, negligence, or wrongful omissions by the Vendor. Said indemnification and hold harmless shall apply in any event that a claim is brought against the City of Brockton for said acts caused by others. The Vendor, their agent(s) representatives or employees shall release and hold harmless the City of Brockton for any injury to themselves, corporate officers, agents, representatives or employees in connection with the performance of this agreement or any related subcontract thereof. _____

X _____
(Authorized Signatory for Vendor)

Date: _____

Printed Name: _____ Printed Title: _____

CITY OF BROCKTON – STANDARD CONTRACT FORM APPENDIX E

DEVIATION SHEET

All deviations and/or substitutions from the original specified items (or equal) must be noted in writing on the Deviation Sheet (Appendix "E"). Additional pages may be used if necessary. These items shall be approved by the lead department for compatibility, workmanship, and functionality before award of contract.

PLEASE LIST BELOW:

COMPANY: _____

TYPED NAME: _____

SIGNATURE: _____

TITLE: _____

CITY OF BROCKTON – STANDARD CONTRACT FORM APPENDIX F

VENDOR WORK HISTORY

- A. The undersigned proposes to supply: _____.
- B. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon, according to all the requirements of the specifications.
1. Have been in business under present business name for _____ years.
 2. Are you fully licensed to do business under this contract? _____
 3. Do you comply with all ordinances and regulations mandated by M.G.L. and the community in which you are located? _____
 4. Ever fail to complete any work awarded? _____
 5. Have you been involved in litigation in the past five (5) years? _____
 6. List at least three (3) state, local or private companies and/or organizations which you have served recently of similar character as required for the above-mentioned.

	<u>LOCATION</u>	<u>DATE</u>	<u>DESCRIPTION OF WORK</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

- C. Proposers shall indicate firm date of delivery on receipt of contract and subsequent purchase order from the City of Brockton.

DELIVERY DATE: _____

COMPANY: _____

TYPED NAME: _____

SIGNATURE: _____

TITLE: _____

- D. Proposers shall note that this proposal reflects all changes in addendum/amendment numbers:

BROCKTON PARKING AUTHORITY

60 School Street, Brockton, MA 02301 • (508) 580-7840 • Fax (580) 587-1340

ATTACHMENT 3 - Locations

1. **A5 - Warren Avenue Lot** (333 Warren Ave)
2. **A6 - Belmont/Main Lot** (Bwtn Wales Av & Main on Belmont St)
3. **A7 - Marketplace Lot(Old Bat Terminal)** (Bwtn Main & Crescent St)
4. **A4 - White Avenue Lot** (Across from Main Branch Library on White Ave)
5. **A2 - Telephone Co. Lot** (Behind Verizon Building on Crescent St)
6. **A3 - School Dept./Maple Ave Lot** (Behind #43 Crescent St)
7. **A1- Montello Street Lot** (Bwtn White Ave & Crescent St)

AREA B PARKING LOTS (all located in area between Main & Warren Ave either side of Frederick Douglass Ave.)

1. **B2 - Stadelmann Lot** (Bwtn Frederick Douglass Ave and L Street)
2. **B4 - High Street Lot**(South side of Frederick Douglass Ave after Stadelman Electric)
3. **B6 - Paddy Lane Lot** (Behind Messiah Baptist Church on Legion Parkway)
4. **B5 - Warren & High Street Lot** (Academy Inn tenant parking)
5. **B3 - "L" Street Lot** (Behind/ not next to #37 West Elm St.)
6. **B1 - Main Street Lot** (Next to Merian Bros Tuxedo)
7. **B7-Clinton St. Lot** (Behind District Court on opp. West side of Clinton St)

AREA C PARKING LOTS

1. **B Lot - Lincoln Street Lot** (Bwtn Lincoln St & Church St on Montello)
2. **F Lot - Masonic/Centre St. Lot** (Bwtn The Pub & Gardner Building on Centre Street)
3. **C Lot - Enterprise Lot** (Back of Enterprise Bld on Montello St. across from Dunkin Donuts)
4. **D Lot - Ward St. Lot** (Bwtn Petronelli Way and Franklin Sts behind #36 Main Street)
5. **E Lot - Franklin St. Lot** (Bwtn Franklin & Court Sts)

MAP FOR ATTACHMENT "1"

FIGURE 2

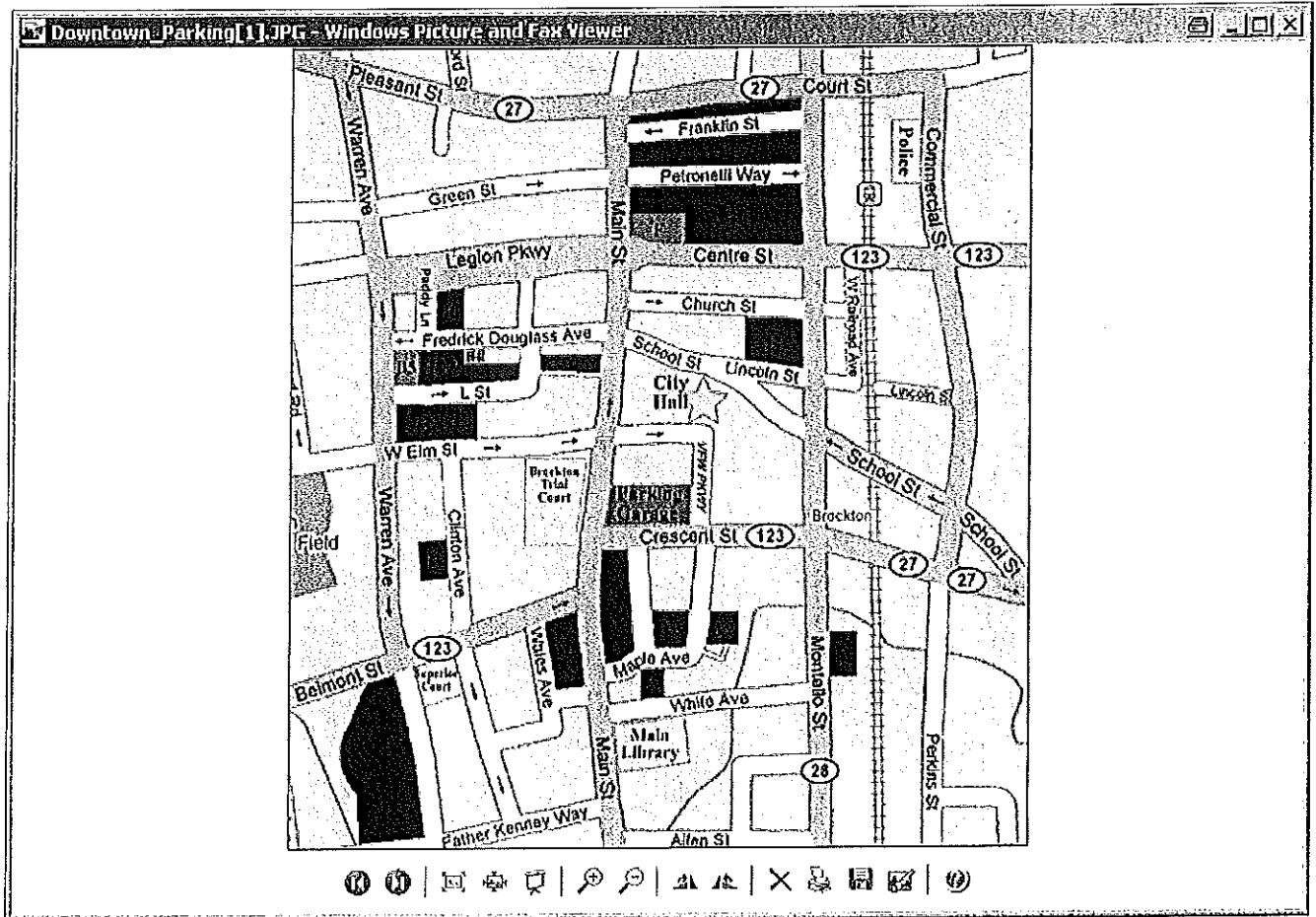


PUBLIC PARKING LOTS - BY DISTRICT
BROCKTON REDEVELOPMENT AUTHORITY

Print at: Monday, July 18, 2011 4:16:54 PM

Host: CPU533004

User: Iconley



Request for Bids for Snow and Ice Control Contractors

1. Introduction

The Brockton Parking Authority is seeking a contractor(s) for snow and ice removal operations for municipal parking lots under its management.

The Parking Authority maintains 18 surface parking lots located throughout downtown Brockton and the 440-space parking garage located at the intersection of Main and Crescent Streets across from the Brockton Trial Court.

2. Scope of Work

The contract has been divided into three parts with five (5) bid items as outlined below. Contractors may bid on one or all Parts. Contractors must bid on every unit price listed within the Part. The City of Brockton may award three (3) separate contracts if necessary.

The Bid for snow plowing and sanding lots will be accepted on a flat fee basis. It can be assumed that the city's need for plowing of streets will trigger the need for public parking lot plowing. In cases where the need for plowing or sanding is questionable, the Contractor will be contacted by the Executive Director or supervisor.

Bids for snow removal will be accepted as an hourly rate not to exceed the rates established by the Massachusetts Highway Department (MHD) for snow and ice operations (see attachment (2)). Contractors may bid below the MHD rates. Snow removal will take place only under the direct supervision of the Executive Director and/or Supervisor of the Parking Authority. The ratio of equipment used for snow removal shall not be greater than 2 to 1 when comparing hauling equipment to loading equipment when unloading on Montello Street.

It is understood the contractor may take advantage of certain synergies available to him/her when deploying equipment in the downtown for snow plowing. However, premature plowing of parking lots will result in partial payment for that work if an accumulation of snow exceeds 2 inches after plowing. The Parking Authority reserves the right to plow certain lots at its discretion. The BPA will provide notification in advance of this decision.

Part 1-Snow Plowing and Sanding

The contractor awarded the bid will be responsible for snow plowing and sanding the specified lots. (See attachment (1)).

Part 2-Snow Removal

The contractor awarded the bid will be responsible for snow removal in the specified parking lots. (See attachment (1))

Part 3-Parking Garage

Snow Removal (See attachment (1))

3. Equipment

The contractor shall use equipment that is in good working order and appropriate for the intended use. The contractor shall provide a list of all equipment that will be used for the job including a complete description of the type, make, model, color, year, registered weight, registration number, vehicle identification number and/or serial number in order to make it easily identifiable in an automobile without approaching on foot.

4. Operators

The contractor shall provide equipment operators that are responsible and properly licensed and trained to operate the equipment. The contractor shall pay all expenses incidental to the hiring and employment of equipment operators.

5. Prevailing Wages-Not Required

Contractors are not required to pay prevailing wages for snow and ice removal operations. Refer to Attachment 3, letter dated October 15, 1999 from Robert Prezioso, Deputy Director, Commonwealth of Massachusetts, Division of Occupational Safety.

6. Rates-All Inclusive

All rates or charges whether hourly or flat rate, for services performed under this contract shall include all expenses including but not limited to cost of labor, equipment, materials, fuel, workers compensation insurance, motor vehicle insurance, liability insurance, etc. Sand will be provided to the contractor by the City of Brockton. Sand is available in two locations in the city.

7. Supervision

The Contractor agrees that the use of the equipment shall be devoted for the benefit of the Parking Authority as the Parking Supervisor or Executive Director, Parking Authority, shall direct. The contractor agrees that the work shall be done in a proper manner and in a way satisfactory to the duly authorized agent or representative of the Parking Authority.

The Parking Authority, through its authorized agent is to have the full right to direct, determine and control the purposes for which the equipment is hired.

8. Indemnification

The contractor shall indemnify and hold the City of Brockton Parking Authority harmless from any and all losses, damages or injuries incurred by or as a result of the operation of the equipment or by the equipment operator.

9. Insurance

The contractor shall provide proof of insurance (motor vehicle, general liability, workers' compensation, etc.) as determined by the City of Brockton Law Department. Said insurance must remain in full force and effect throughout the term of the contract. In the event that the insurance expires during the term of the contract, the contractor shall provide proof of renewed insurance seven days before the expiration of the policy.

10. Property Damage

The contractor shall agree to be responsible for the repair or replacement for damages created by his/her equipment to any lawn, landscaping, fence, curbing, berm, signage, parking meter or parking meter assembly, or any other public or personal property damage as a result of operation of the equipment to the satisfaction of the city.

11. Payment

The City shall make payment according to provisions of City Ordinances and the City Charter relating to the payment of municipal obligations. This contract is subject to appropriation and is subject to and governed by General Laws Chapter 44, section 33.

12. Equipment Staging

The Contractor may stage equipment in a location authorized by the Parking Authority. The Contractor assumes all risk of vandalism or other damage to equipment and shall hold the City of Brockton and the Parking Authority harmless of any liability.

13. Term of Contract

The initial contract term is two (2) years. It will run from the date of award and approval of signed contract through the end of twenty-four months. The contract may be extended at the option of the City for up to one (1) year for a total of three (3) years.

14. Other Terms and Conditions

The contractor is subject to other terms and conditions found in the "Invitation to Bid" document.

ATTACHMENT 1 - COST PROPOSAL

(See Parking Authority Downtown Map)

Please note that all spaces must be filled in, in order to make a complete bid item.

PART 1-SNOW PLOWING (FLAT RATE)and/or Sanding

Plowing (Flat Rate)Area A PARKING LOTS

- A1 – Montello Lot (Adjacent RR Viaduct)
 Plowing (Flat Rate) _____
 Sanding (Flat rate) _____
- A2 - Telephone Co. Lot (Behind Verizon Building on Crescent Str)
 Plowing (Flat Rate) _____
 Sanding (Flat rate) _____
- A3 - School Dept./Maple Ave Lot (Behind #43 Crescent St)
 Plowing (Flat Rate) _____
 Sanding (Flat rate) _____
- A4 - White Avenue Lot (Across from Main Branch Library on White Ave)
 Plowing (Flat Rate) _____
 Sanding (Flat rate) _____
- A5 - Warren Avenue Lot (333 Warren Ave)
 Plowing (Flat Rate) _____
 Sanding (Flat rate) _____
- A6 - Belmont/Main Lot (Bwtn Wales Av & Main on Belmont St)
 Plowing (Flat Rate) _____
 Sanding (Flat rate) _____
- A7 - Marketplace Lot(Old Bat Terminal) (Bwtn Main & Crescent St)
 Plowing (Flat Rate) _____
 Sanding (Flat rate) _____

AREA A PARKING LOTS Sanding Sub Total: _____
 Plowing Sub Total: _____

AREA B PARKING LOTS (all located in area between Main & Warren Ave either side of Frederick Douglass Ave ; formerly High Street.)

- B1 - Main Street Lot (next to Merian Bros Tuxedo)
 Plowing (Flat Rate) _____
 Sanding (Flat rate) _____
- B2 - Stadelmann Lot
 Plowing (Flat Rate) _____
 Sanding (Flat rate) _____
- B3 - "L" Street Lot (south of Stadelmann Lot across L Street)
 Plowing (Flat Rate) _____
 Sanding (Flat rate) _____
- B4 – Frederick Douglass Ave Lot (formerly High Street Lot)
 Plowing (Flat Rate) _____
 Sanding (Flat rate) _____
- B5 - Warren & High Street Lot (Academy Inn tenant parking)
 Plowing (Flat Rate) _____
 Sanding (Flat rate) _____
- B6 - Paddy Lane Lot (btwn FD Ave & Eastbound Legion Pkwy)

Plowing (Flat Rate) _____
 Sanding (Flat rate) _____
 B7- Clinton St. Lot (behind district court)
 Plowing (Flat Rate) _____
 Sanding (Flat rate) _____

AREA B PARKING LOTS Sanding Sub Total: _____
Plowing Sub Total: _____

AREA C PARKING LOTS

B Lot - Lincoln Street Lot (Bwtn Church, Montello & Lincoln St)
 Plowing (Flat rate) _____
 Sanding (Flat rate) _____
) _____
 C Lot - Enterprise Lot (Bwtn Gardner Bld & Taymor on Montello St)
 Plowing (Flat Rate) _____
 Sanding (Flat rate) _____
 D Lot - Petronelli Lot (aka: Ward St. Lot)
 Plowing (Flat Rate) _____
 Sanding (Flat rate) _____
 F Lot - Masonic/Centre St. Lot (Bwtn Gardner Bld and Pub on Centre St)
 Plowing (Flat rate) _____
 Sanding (Flat rate) _____
 E Lot - Franklin St. Lot (Bwtn Court St & Franklin St)
 Plowing (Flat Rate) _____
 Sanding (Flat rate) _____

AREA C LOTS Plowing Sub Total: _____
Sanding Sub Total _____

18 Parking Lots (Area A+B+C)

Grand Total (Flat Fee) \$ _____

ATTACHMENT 1 - COST PROPOSAL

PART 2-- SNOW REMOVAL

Please note that all spaces must be filled in, in order to make a complete bid item.

LIST THE HOURLY RATE. HOURLY RATE NOT TO EXCEED RATES ESTABLISHED BY MASSACHUSETTS HIGHWAY DEPARTMENT

<u>Equipment Type</u>	<u>Hourly Rate</u>
1-Front End Loader	
3 Cubic Yard to 4 Cubic Yard Bucket	

or equivalent	\$ _____
2-10 Wheel Dump or equivalent-Hauling (<u>Heated Bed</u>)	\$ _____
Grand Total Bid Item (add items 1+2)	\$ _____

ATTACHMENT 1 - COST PROPOSAL**PART 3-- SNOW REMOVAL****SNOW REMOVAL PARKING GARAGE ROOF (if needed)**

**LIST THE HOURLY RATE. HOURLY RATE NOT TO EXCEED RATES ESTABLISHED BY
MASSACHUSETTS HIGHWAY DEPARTMENT**

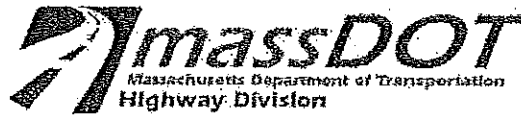
<u>Equipment Type</u>	<u>Hourly Rate</u>
Bobcat or equivalent	\$ _____



Attachment A

2011-2012 Hourly Rental Rates and Vehicle Codes

Codes	Vehicles	Hourly Base Rate	*Early Sign-up Bonus	Total With Sign-up Bonus	**Extended Season Bonus
30000	11,000 - 16,000 GVW, with minimum 9 foot PRP plow	\$75.20	\$5.50	\$80.70	\$5.00
40000	16,001 - 25,800 GVW, with minimum 10 foot PRP plow	\$77.50	\$5.50	\$83.00	\$5.00
50000	25,801 - 33,000 GVW, with minimum 10 foot plow	\$87.80	\$5.50	\$93.30	\$5.00
60000	33,001 - 50,000 GVW, with minimum 10 foot plow	\$103.50	\$5.50	\$109.00	\$5.00
70000	50,001 or greater GVW with minimum 11 foot plow	\$112.50	\$5.50	\$118.00	\$5.00
Codes Specialty Equipment					
80000	Grader w/ Underbody scraper, 11 ft Plow	\$117.60	\$5.50	\$123.10	\$5.00
90000	Skid Steer, with AWD	\$79.30	\$5.50	\$84.80	\$5.00
Codes Loaders					
100000	Loader less than 2 CY, with AWD	\$77.30	\$5.50	\$82.80	\$5.00
110000	Loader 2.00 - 3.99 CY, with AWD	\$91.00	\$5.50	\$96.50	\$5.00
120000	Loader 4.00 - 5.99 CY, with AWD	\$112.40	\$6.00	\$118.40	\$5.00
130000	Loader 6.00 CY or greater, with AWD (Roadway Only)	\$133.30	\$6.50	\$139.80	\$5.00
Codes Spreaders/Liquid Chemical Trucks					
1000	6.00 - 9.99 CY spreader body, w/ 150 gallon chemical saddle tanks	\$14.50			
2000	6.00 - 9.99 CY spreader body, w/ 150 gallon chemical saddle tanks with Closed Loop System	\$31.00			
3000	10 CY or greater spreader body, w/ 150 gallon chemical saddle tanks	\$19.50			
4000	10 CY or greater spreader body, w/ 150 gallon chemical saddle tanks with Closed Loop System	\$36.00			
5000	500 - 999 gallon liquid tanker, capable of applying two lanes	\$31.50			
6000	500 - 999 gallon liquid tanker, capable of applying two lanes with Closed Loop System	\$48.00			
7000	1000 gallon or greater liquid tanker, capable of applying two lanes	\$36.50			
8000	1000 gallon or greater liquid tanker, capable of applying two lanes with Closed Loop System	\$53.00			
Codes Plows					
100	11 Foot Plow, minimum 36 inches high including mold board (50000 & 60000 Vehicle Codes Only)	\$6.50			
200	Wing plow, 10ft Cutting Edge, Hydraulically Controlled	\$27.00			
400	Wing plow, 11ft Cutting Edge, Hydraulically Controlled	\$35.00			
500	11 Foot Plow, minimum 36 inches high including mold board (50000 & 60000 Vehicle Codes Only) with 10ft Wing, Hydraulically Controlled	\$33.50			
600	11 Foot Plow, minimum 36 inches high including mold board (50000 & 60000 Vehicle Codes Only) with 11ft Wing, Hydraulically Controlled	\$41.50			
800	Two Wing Plows, 11ft Front Plow, Hydraulically Controlled, (10ft or 11ft Front Mounted Wings Acceptable).	\$55.00			
Codes Accessories					
10	All Wheel Drive (AWD) (30000-40000 Vehicles Codes Only)	\$5.50			
20	All Wheel Drive (AWD) (50000-70000 Vehicles Codes Only)	\$10.50			
30	Power Reversible Plow (PRP) (50000-70000 Vehicle Codes Only)	\$5.50			
40	AWD and PRP (50000-70000 Only)	\$16.00			
Codes Miscellaneous					
1	Miscellaneous				
2	Under Carriage Scraper (Only when used) (Not applicable to 80000 Vehicle code)	\$40.00			
8	Wing plow, 8ft Cutting Edge, Hydraulically Controlled (30000 class only)	\$21.50			
9	Wing plow, 9ft Cutting Edge, Hydraulically Controlled (Mid-Mount)	\$23.50			



Attachment A

2011-2012 Hourly Rental Rates and Vehicle Codes

Codes	Additional Vehicle Codes	Hourly Base Rate
10000	10,000-10,999 GVW, with 9 foot PRP, AWD	\$70.00
300000	10 Wheel Dump - Hauling	\$64.00
310000	Tri-Axle Dump - Hauling	\$69.00
320000	Trailer Dump-Hauling	\$76.00
330000	Power Sweeper, minimum 4 CY, front dump, with gutter broom	\$77.00
340000	Catch Basin Cleaner, Hydraulic "Clam Shell" bucket	\$66.00
350000	Catch Basin Cleaner, Vactor Type	\$133.00
360000	High Pressure Water Jet Sewer Line Cleaner with min. 2 man crew	\$133.00
370000	Sidewalk Crew 2 men, Pick up and Snow Blower	\$100.00
380000	2-4 CY Loader No Operator (Back Hoe)	\$50.00
390000	Medium Flatbed w/Tow Behind (Capable of carrying Two (2) Vehicles)	\$80.00
400000	4x4 Medium Wrecker F550	\$70.00
410000	Bombardier w/ Snow Blower	\$80.00
420000	Bobcat with Snow Blower Attachment	\$90.00
430000	Small Highway Snow Blower - motorized 6ft	\$200.00
440000	Medium Highway Snow Blower - motorized 7ft	\$240.00
450000	Large Highway Snow Blower - motorized 8ft	\$280.00
460000	Spreader and Tanker Combo on 60000 Class Vehicle, with CLS & 11ft Plow	\$161.50
470000	Slurry Spreader on 60000 Class Vehicle, with CLS & 11ft Plow	\$163.50

CLS - Closed Loop System Ground Speed Control

* Early Sign-up and Extended Season Bonuses are only available to Contractors that meet the following specified deadlines for submission of all required documents and vehicle inspection/calibration:
October 7, 2011, & November 4, 2011 submission deadlines. See page 6 of the Agreement for details.

** The extended season bonus is paid to Contractors that perform work prior to December 1st and after March 31st only.

Note: The incentive for Wing Plow Attachment and the Closed Loop Ground Speed Controller will be available for 2011-2012

Note: An additional per hour Fuel Adjustment is added to Vehicles Codes 10000-130000, 300000-360000 & 430000-470000. See attachment B, Fuel Adjustment Worksheet



Attachment A

2012-2013 Hourly Rental Rates and Vehicle Codes

Codes	Vehicles	Hourly Base Rate	*Early Sign-up Bonus	Total With Sign-up Bonus	**Extended Season Bonus
30000	11,000 - 16,000 GVW, with minimum 9 foot PRP plow	\$75.20	\$5.50	\$80.70	\$5.00
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Attachment A

2012-2013 Hourly Rental Rates and Vehicle Codes

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CLS - Closed Loop System Ground Speed Control

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September 14, 2012, & October 26, 2012 submission deadlines. See page 6 of the Agreement for details.

** The extended season bonus is paid to Contractors that perform work prior to December 1st and after March 31st only.

Note: The incentive for Wing Plow Attachment and the Closed Loop Ground Speed Controller will be available for 2012-2013

Note: An additional per hour Fuel Adjustment is added to Vehicles Codes 10000-130000, 300000-360000 & 430000-470000. See attachment B, Fuel Adjustment Worksheet



THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

ATTACHMENT "3"

ANGELO PAUL CELLUCCI
GOVERNOR

JANE SWIFT
LIEUTENANT GOVERNOR

ANGELO BUONOPANE
DIRECTOR

ROBERT J. PREZIOSO
DEPUTY DIRECTOR

October 15, 1999

Geoffrey C. Beckwith
Executive Director
Massachusetts Municipal Association
Sixty Temple Place
Boston, MA 02111

Re: Prevailing Wage Rates: Snow Plowing

Dear Mr. Beckwith:

This letter responds to your October 5, 1999 request for a written determination on the question of whether the Massachusetts prevailing wage law, M.G.L. ch. 149, § 27F, applies to contracts or arrangements for "snow removal" by awarding authorities in the commonwealth.

The issue of whether the prevailing wage law applies to snow removal has been an open question before the Division of Occupational Safety (formerly titled the Department of Labor and Industries) for many years. As your letter illustrates, M.G.L. ch. 149, § 27F is a difficult section of the prevailing wage law to interpret. By its use of the undefined term "public works," section 27F fails to provide clear guidance on the categories of work that are covered. Although the courts have ruled on particular categories of work such as street sweeping and trash removal, there is no clear definition of "public works" as there is for the more specific term "public works construction" that is provided in section 27D of the prevailing wage law. See Commonwealth v. W. Barrington, 5 Mass. App. Ct. 416, 418-421 (Mass. App. 1977); and Perlera v. Vining Disposal, 47 Mass. App. Ct. 491, 493-496 (Mass. App. 1999). Thus it remains particularly difficult to weigh the arguments for and against the inclusion of snow removal under section 27F.

¹ For purposes of this letter, "snow removal" will include snow plowing, sanding, salting, ice removal, and all other activities that involve the operation of a "truck or any automotive or other vehicle or equipment" (see M.G.L. ch. 149, § 27F) in the moving of snow.

Historically, the Division of Occupational Safety ("DOS") has issued prevailing wage schedules for snow removal when requested to do so by awarding authorities. DOS has also answered affirmatively when asked whether a prevailing wage schedule could be requested for upcoming snow removal work. However, to my knowledge, there has never been an enforcement action initiated pertaining to snow removal - neither since 1993 when the OAG assumed responsibility, nor prior to 1993 when DOS was responsible - because it was never clearly covered under the statute.

As you know, earlier this year Barbara A. Piselli, then Chief of the Attorney General's Fair Labor and Business Practices Division, issued a letter to all awarding authorities (dated January 22, 1999) stating that prevailing wage rates must be paid for snow removal. No such determination had been issued by DOS at that time or since. As a result, there has been great confusion among awarding officials about the authority behind Ms. Piselli's letter and about DOS's official position.

Subsequently, Ms. Piselli issued a follow-up letter to all awarding authorities (dated February 22, 1999) acknowledging that there is a lack of clarity on this issue and declaring that the OAG "w[ould] not impose any liability on municipalities which have failed to comply with the prevailing wage statute this year." The letter went on to clarify that the earlier letter had been sent based on DOS's position "as presently understood by the Office of the Attorney General," which highlighted the need for DOS to make its position more clear.

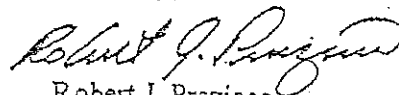
The follow-up letter also contained a statement that unless DOS or the legislature acts affirmatively to declare that snow removal is not covered by the prevailing wage law, the OAG "will require full compliance with the law by all parties beginning with the next snow season" (meaning the 1999-2000 snow season). This, in addition to having received many inquiries from awarding officials, compels DOS to issue a written determination in order to provide clear guidance to awarding authorities, contractors, and employees that are involved with snow removal.

Acting responsibly, any agency charged with making an administrative decision that carries criminal penalties for non-compliance, such as the prevailing wage law, must carefully oversee the implementation of that decision, including its enforcement. In this case, DOS is not comfortable with the current posture toward enforcement and will not hold awarding authorities and contractors to the requirements and potential penalties of a statute that does not unquestionably apply to them. As such, DOS is unable to determine categorically that the prevailing wage law, M.G.L. ch. 149, § 27F, applies to snow removal until such time as the legislature or the courts provide some guidance on whether this particular category of work is covered under the law.

Prevailing wage schedules will no longer be issued by DOS for snow removal and all awarding authorities that have already received prevailing wage schedules for the upcoming snow season will be notified to disregard them. The OAG will promptly be notified of this determination.

If you have any further questions concerning this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Robert J. Prezioso". The signature is fluid and cursive, with a large, stylized initial "R".

Robert J. Prezioso
Deputy Director

cc: Angelo Buonopane, Director, DLWD
Linda Hamel, General Counsel, DOS
David Nalvin, Office of the Attorney General
All awarding authorities